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07 CIV 8163

JUDGE LEISURE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

- - - - - X

TIGLIO MENSWEAR, INC. and
EMBASSY CARGO S.P.A., :

Plaintiffs, :

- **Against** - :

CARGOLUX INTERNATIONAL S.A., :

Defendant. :

- - - - - X

Index No.

SEP 18 2007

U.S.D.C. S.D.N.Y.

Complaint CASHERS

The Plaintiffs, TIGLIO MENSWEAR, INC. and EMBASSY CARGO S.P.A., and through their attorneys, Hill Rivkins & Hayden LLP, complaining of the above-named Defendant, allege upon information and belief:

FIRST: This Court has jurisdiction pursuant to 49 U.S.C. § 1502, in that this was an international air carriage of cargo departing from Florence, Italy, and arriving in Los Angeles, California.

SECOND: At and during all times hereinafter mentioned, Plaintiff, TIGLIO MENSWEAR, INC., was and now is a corporation or other business entity organized and existing by

virtue of the laws of one of the states of the United States, with an office and place of business at 16730 Schoenborn Street, North Hills, California 91343.

THIRD: At and during all times hereinafter mentioned, Plaintiff, EMBASSY CARGO S.P.A., was and now is a corporation or other business entity organized and existing by virtue of the laws of a foreign country, with an office and place of business at One Cross Island Plaza, Rosedale, New York 11422.

FOURTH: At and during all times hereinafter mentioned, Defendant, CARGOLUX INTERNATIONAL S.A., was and now is a corporation or other business entity organized and existing by virtue of the laws of Luxembourg with an office and place of business c/o Nippon Cargo Airlines, Building 79, North Boundary Road, JFK International Airport, Jamaica, New York 11430 and was and now is a common carrier, warehouseman and/or bailee.

FIFTH: On or about September 8, 2005, there was delivered to the Defendant in good order and condition a shipment of men's clothing, suitable in every respect for the intended transportation which Defendant received, accepted and agreed to transport under Master Air Waybill 172-56490954 and/or store for certain consideration.

SIXTH: Thereafter, the Defendant failed to redeliver the shipment in the same good order and condition.

SEVENTH: Plaintiff, TIGLIO MENSWEAR, INC., was the

shipper, consignee or owner of said shipment and Plaintiff, EMBASSY CARGO S.P.A., was the house air carrier and both bring this action on their own behalf and, as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and Plaintiffs are entitled to maintain this action.

EIGHTH: By reason of the premises, the Defendant was negligent and careless in its handling of Plaintiffs' cargo, violated its duties and obligations as a common carrier and bailee of the cargo, and was otherwise at fault.

NINTH: Plaintiffs have duly performed all duties and obligations on their part to be performed.

TENTH: By reason of the premises, Plaintiffs have sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$60,000.00.

W H E R E F O R E, Plaintiffs pray:

1. That a decree may be entered in favor of Plaintiffs against Defendant for the amount of Plaintiffs' damages, together with interest and costs.

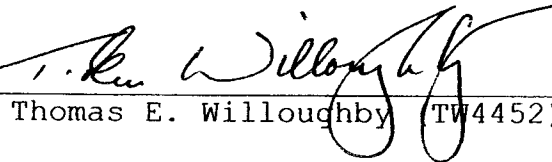
2. Plaintiffs further pray for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
September 17, 2007

Respectfully submitted,

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiffs
TIGLIO MENSWEAR, INC. and
EMBASSY CARGO S.P.A.

By:



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